3.65.

SUPREME COURT OF THE UNITED STATES.

No. ~~127~~ 31

BANK OF THE METROPOLIS, PLAINTIFF IN ERROR,

VERSUS

WILLIAM JONES.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE COUNTY OF WASHINGTON, D. C.

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DISTRICT OF COLUMBIA, *to wit*:

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the first Monday of May, being the second day of the same month, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States the fifty-fifth:

Present: The Hon. WILLIAM CRANCH, *Chief Judge.*
BUCKNER THRUSTON, and JAMES S. MORSELL, *Assistant Judges.*
HENRY ASHTON, Esq. *Marshal.*
WILLIAM BRENT, *Clerk.*

In the record of proceedings of the same court, among others, are the following, to wit:

THE PRESIDENT AND DIRECTORS OF THE BANK OF THE METROPOLIS.
vs.
WILLIAM JONES.

Be it remembered that, heretofore, to wit, on the third day of December, in the year of our Lord one thousand eight hundred and twenty nine, the said President and Directors of the Bank of the Metropolis by Richard S. Coxe and Benjamin P. Smith, esquires, their attorneys, prosecuted and sued forth out of the circuit court here, the United States' writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words, and of the tenor following, to wit:

Capias ad respondendum.

"DISTRICT OF COLUMBIA, *to wit:*

The United States of America to the Marshal of the District of Columbia, greeting:

We command you that you take William Jones, late of Washington county, if he shall be found within the county of Washington, in your said District, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the first Monday of December instant, to answer unto the President and Directors of the Bank of the Metropolis in a plea of trespass on the case, and so forth.

Hereof fail not at your peril, and have you then and there this writ.

Witness, William Cranch, esq. chief judge of our said court, at the city of Washington, the 14th day of August, Anno Domini one thousand eight hundred and twenty-nine.

Issued the 3d day of December, 1829.

W. BRENT, *Clerk.*"

COXE AND SMITH.

And the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said William Jones, in the plea aforesaid, in form following, to wit:

Nar. "DISTRICT OF COLUMBIA, WASHINGTON COUNTY, *to wit:*

William Jones, late of Washington county, was attached to answer unto the President and Directors of the Bank of the

Metropolis in a plea of trespass on the case, and so forth. And whereupon the said plaintiffs, by Coxe and Smith, their attorneys, complain that, whereas, heretofore, to wit, on the 27th day of March, in the year of our Lord eighteen hundred and twenty-two, at Washington city, to wit, at the county aforesaid, one Betty H. Blake, executrix of J. H. Blake, made her certain note in writing, commonly called a promissory note, her own proper handwriting being there unto subscribed, bearing date the day and year aforesaid, and thereby sixty days after date promised to pay to the said *plaintiffs*, by the name of William Jones or order, the full and just sum of five thousand two hundred dollars, current money of the United States, for value received, and then and there delivered the said note to the said William, and the said William to whom, or to whose order, the payment of the said sum of money in the said note mentioned was to be made afterwards; and before the payment thereof. and before the time limited in the said note for the payment thereof, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said note, his own proper handwriting being thereon subscribed, and thereby ordered and appointed the said sum of money in the said note mentioned to be paid to the said plaintiffs, and then and there delivered the said note, so endorsed, to the plaintiffs.

And the said plaintiffs aver that, afterwards, and after the expiration of the said time limited in the said note, for the payment thereof, to wit, on the 26th day of May, in the year eighteen hundred and twenty-two aforesaid, they showed and presented the said note, with the endorsement so made thereon as aforesaid, to the said Betty H. Blake, and then and there required the said Betty H. Blake to pay the same; but the said Betty H. Blake did not then, or at any time since, pay the same, or any part thereof, to the said plaintiffs, but then and there wholly refused so to do; of all which premises the said defendant afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice.

By reason whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money in the said note mentioned, to the said plaintiffs, according to the tenor and effect of the same, and the said endorsement thereon, and being so liable, in consideration thereof, then and there undertook, and promised to pay the same to the said plaintiffs according to the tenor and effect thereof, and the endorsement thereon, whenever afterwards he should be thereto requested

And whereas the said defendant afterwards, to wit, on the 26th day of May, in the year eighteen hundred twenty-two, at the county aforesaid, was indebted unto the said plaintiffs in another sum of five thousand five hundred dollars, like money, for the like sum of money, by the said plaintiffs to and for the use of the said defendant before that time paid, laid out, and expended, at the special instance and request of the said defendant; and for other money by the said plaintiffs before that time lent

and advanced to the said defendant at his special instance and request; and for other money by the said defendant before that time had and received to the use of the said plaintiffs: and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, undertook and promised the said plaintiffs to pay them the said last mentioned sum of money when afterwards he should be thereunto required.

Yet the said defendant, the said several sums of money herein mentioned, or any part thereof, (although often thereto requested, to wit, on the day and year last aforesaid, at the county aforesaid, and often afterwards,) hath not paid, but the same, or any part thereof, to pay has hitherto wholly refused, and still does refuse, to the damage of the said plaintiffs in the sum of fifteen thousand dollars *dollars* current money, and therefore they bring suit, and so forth.

Pledges, &c.—JOHN DOE and RICHARD ROE."

COXE & SMITH, *for the plaintiffs.*

At which mentioned first Monday of December, in the year of our Lord one thousand eight hundred and twenty-nine, being the day of the return of the aforegoing writ, come into the circuit court here, the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid; and the marshal of the district aforesaid, to wit, Tench Ringgold, esq. to whom the said aforegoing writ was in form aforesaid directed, makes
Return of writ. return thereof to the court here, thus endorsed, to wit: "cepi, T. Ringgold, marshal;" and the said William Jones, being called, appears in court here by Henry M. Morfit, esq. his attorney;
Motion for bail and thereupon, on motion of the said President and Directors, by their attorneys aforesaid, it is ruled by the court here that the said William Jones give special bail in the plea aforesaid, or in default thereof be committed to the custody of the marshal of
Special bail. the district aforesaid; whereupon a certain Thomas Carbery, present here in court, in his own proper person, and (with the consent of the said President and Directors, by their attorneys aforesaid,) undertake, for the said William Jones, that, in case the aforesaid President and Directors shall recover judgment against the said William Jones in the plea aforesaid, or that the said William Jones shall be therein legally convict, that then the said William Jones, shall pay the condemnation of the court thereupon, or render his body to the custody of the marshal of the district aforesaid in satisfaction thereof, or that he, the said
Rule, plea Thomas Carbery, will do the same for him; and thereupon, on motion of the said President and Directors, by their attorneys aforesaid, it is ruled by the court here that the said William Jones answer to the declaration aforesaid of the said *of the said* President and Directors in the plea aforesaid, or judgment by the
Imparlance. court here will be entered against him in default thereof; and said William Jones, by his attorney aforesaid, defends the force and injury, when, and so forth, and prays leave of the court here to imparle until the first Monday of May next, and then to answer

to the declaration aforesaid of the said President and Directors in the plea aforesaid, and to him it is granted: the same day is given to the said President and Directors also.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty, to which said day the said William Jones had leave to imparle, and then to answer to the declaration aforesaid of the said President and Directors in the plea aforesaid, come again into the circuit court here, as well the said President and Directors, by their attorneys aforesaid, as the said William Jones, by his attorney aforesaid; and the said William Jones, by his attorney aforesaid, files in court here the following pleas, to wit:

"DISTRICT OF COLUMBIA, WASHINGTON COUNTY, *to wit:* Pleas.

WILLIAM JONES, *defendant,*
ats.
THE PRESIDENT AND DIRECTORS OF THE BANK OF THE METROPOLIS, *plaintiffs.*

Plea of non assumpsit.

And the said William Jones, by H. M. Morfit his attorney, comes and defends the wrong and injury, when, and so forth, and says that he did not undertake and promise in manner and form as the said plaintiffs have above thereof complained, and of this he puts himself upon the country, &c.

Plea of non assumpsit infra tres annos.

And the said William Jones, by leave of the court here first had and obtained, according to the form of the statute in such cases made and provided, further comes, and defends the wrong and injury, when, &c. and saith that the said plaintiffs, the President and Directors of the Bank of the Metropolis, ought not to have or maintain their action aforesaid against him, the said William, because, he says, that he did not, at any time within three years next before the impetrating the writ of the said plaintiffs in this cause against him the said William Jones, undertake, or promise in manner and form as the said plaintiffs have in the declaration above complained, and this the said Jones is ready to verify: wherefore he prays judgment if the said plaintiffs ought to have or maintain their aforesaid action thereof against him, &c.

Plea actio non accrevit infra tres annos

And the said William Jones for further plea in this behalf, by leave of the court here first had and obtained, according to the form of the statute in such case made and provided, further comes, and defends the wrong and injury, when, &c., and says that the said plaintiffs ought not to have or maintain their action aforesaid against him, because, he says, that the said supposed causes of action in the said declaration mentioned, did not, nor did any or either of them, accrue to the said plaintiffs at any time within three years next before the impetration of the writ in this cause of said plaintiffs, and of this he, the said William Jones, is ready to verify; wherefore he prays judgment if the said plaintiffs ought to have or maintain their aforesaid action thereof against him.

H. M. MORFIT,
For W. Jones, defendant.

Replications. To the first plea issue. And the said plaintiffs, as to the said plea of the said defendant by him first above pleaded, whereof he hath put himself upon the country, the said plaintiffs do the like, &c.

To the second plea, assumpsit infra tres annos. And as to the said plea of the said defendant by him secondly above pleaded in bar, the said plaintiffs say that they, by reason of any thing in that plea above alleged, ought not to be barred from having or maintaining their said action against him the said defendant, because, they say, that the said defendant did, within three years next before the impetration of the original writ of them, the said plaintiffs in this cause, undertake, and promise in manner and form as the said plaintiffs have above thereof complained against him, and this they pray may be inquired of by the country; and the said defendant doth likewise.

To the third plea, actio accrevit infra tres annos. And as to the said plea of the said defendant by him lastly above pleaded in bar, the said plaintiffs say that they, by reason of any thing in that plea above alleged, ought not to be barred from having and maintaining their said action thereof against him the said defendant, because, they say, that the several causes of action in the said declaration mentioned, and each of them, did accrue to them the said plaintiffs within three years next before the impetration of the said original writ of them the said plaintiffs in this cause, in manner and form as the said plaintiffs have above complained against him, and this they pray may be inquired of by the country; and the said defendant doth the like, &c.

Venire. Therefore, let a jury thereon appear before the court here on the first Monday of December next, by whom, &c. and who neither, &c. to recognize, &c. because as well, &c.: the same day is given to the said parties then and there, &c.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, as the said William Jones by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is continued until the first Monday of May next.

And now at this day, to wit, the said first Monday of May, in the year of our Lord one thousand eight hundred and thirty-one, come again into the circuit court here, as well the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, as the said William Jones, by his attorney aforesaid; and the said William Jones by his attorney aforesaid, files in court here the following deposition, to wit:

Deposition of J. H. Blake. "Deposition of James H. Blake, to be read in evidence for the defendant in the case of the Bank of the Metropolis against William Jones, in the circuit court of the District of Columbia, for the county of Washington.

The said James H. Blake, being by me, Samuel McComb, one of the justices of the peace for the county of Mechlenberg, in the State of North Carolina, first carefully examined, cautioned, and sworn to testify the whole truth, deposes as follows:

My father died in the year 1819; that he left my mother sole executrix to his will; that, shortly after his death my mother was informed that he had a note in the Bank of the Metropolis for, I think, between five and six thousand dollars. Alexander Kerr, cashier of the bank, informed her that it was necessary to have an endorser to the note, and told me that I could sign it. I told him he knew very well that I possessed no property independent of my mother. He then said it made no difference, that the property mortgaged was worth considerable more than the debt: I then signed the note. I left Washington city in the year 1820, and never knew any thing more of the note until 1830, when Doctor William Jones informed me the note was not all settled, and that the bank had brought suit against him for the balance. Further this deponent saith not.

JAMES H. BLAKE.

I, Samuel McComb, one of the justices of the peace for the county of Mecklenberg, in the State of North Carolina, do hereby certify that the foregoing deposition of James H. Blake was made, reduced to writing, and subscribed by the said James H. Blake, in my presence, after the said James H. Blake had been by me carefully examined, cautioned, and sworn, to testify the whole truth.

And I do further certify that I am not of counsel or attorney to either of the parties, or interested in the event of the cause; that the reason of taking the deposition of James H. Blake, is because he lives in the county of Mecklenberg, in the State of North Carolina, being a greater distance from the place of trial of the above named cause, than one hundred miles; that no notice was given to the adverse party to be present at the taking of this deposition, and put interrogatories, because, neither the plaintiffs, being the adverse party, nor their attorney, is within one hundred miles of the place of the taking or caption hereof. All of which deposition, and the reasons for taking the same, I proceed to seal up this the day of the taking thereof, being the 23d day of April, 1831, directed to the circuit court of the District of Columbia for the county of Washington, to be read in evidence for William Jones, defendant in the case in which the Bank of the Metropolis is plaintiff depending therein.

Witness my hand and seal this, the day and year first stated.

SAMUEL M'COMB, [L. S.]
Justice Peace."

Order to impannel jury.

Whereupon, for trying the issues aforesaid, it is ordered by the court here, that twenty persons from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such case made and provided; and, thereupon, the twenty persons so drawn by ballot, and written upon two lists, one of which said lists is delivered to the counsel for the respective parties, and the counsel for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve per-

Juror's names. sons being called, came, to wit: Joseph Cooper, Thomas Hoskinson, Samuel P. Lowe, John B Boone, Morris Marsh William McCauley, Judson Mitchell, William O'Neale, Albert P. Waugh, Edward Owen, Thomas Fenwick, and Lewis Smith, who being impannelled, and sworn to say the truth in the premises, upon their oath do say that the said William Jones did not undertake and promise in manner and form as the said President and Directors of the Bank of the Metropolis within against him have complained; (the said William Jones having waived before the jury the defence upon the statute of limitations.) Therefore it is considered by the court here, that the said President and Directors take nothing by their written declaration aforesaid, but that they be in mercy, &c., for their false clamor; and that the said William Jones go thereof without day, &c,. And it is also considered by the court here, that the said William Jones recover against the said President and Directors of the Bank of the Metropolis the sum of dollars and cents, by the court here unto him the said William Jones, on his assent adjudged for his costs and charges by him about his defence in this behalf laid out and expended, and that he have thereof his execution against the said President and Directors of the Bank of the Metropolis, and so forth.

Memorandum.—Before the jurors aforesaid withdrew from the bar of the court here, the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, filed in court here the following bill of exceptions, to wit.

BANK OF THE METROPOLIS.
vs.
WILLIAM JONES.

Bill of exceptions. Be it remembered that on the trial of the above cause, the plaintiffs, in order to sustain the issue, gave in evidence the following promissory note on which the action was brought, (copied at page 17,) and the defendant admitted the endorsement thereon, as well as the memorandum on the face thereof, to be in his handwriting; and further proved that the said note was regularly protested for non-payment, and notice thereof duly given to the said defendant, and the said defendant moved before the jury the defence upon the statute of limitations.

Whereupon the said defendant, to prove the issue on his part under the plea of non assumpsit, produced Betty H. Blake, the drawer of said note, to whom a release was executed by said defendant, exonerating her from any responsibility for the costs in this suit in the following words, (copied at page 17,) to the form of which releasing no objection was made. And the plaintiffs objected to the competency of said Betty H. Blake to testify to any matters impeaching the original validity of the said note or of said endorsement, but the court overruled the exception, and permitted the said witness to be sworn and examined; to which opinion and permission the said plaintiff, by its counsel, excepted, and prayed the court to sign this bill of exceptions.

Whereupon the said defendant offered to prove by said witness, and the said witness did so testify, "that, at the time of the death of her husband, Doctor James H. Blake, in the summer of 1819, there were several notes drawn by him running in said Bank of Metropolis, and that said deceased was also indebted to other persons in various sums. That, when the notary came with one of said notes to procure payment from her, she, being the sole devisee and executrix of the last will and testament of said deceased, objected to a renewal. Witness sent to General Van Ness, who was at the time the president of the said Bank of the Metropolis, and whom her deceased husband, on his death bed, had recommended to her to consult. Witness informed him that she did not wish to renew the notes, but he advised her to amalgamate the notes in bank. She informed him that she could not ask any one to endorse for her; that she would prefer having the property sold, and the debts paid. She never heard General Van Ness say any thing upon the subject of the endorsements by the defendant until long after they were made. Her conversation with General Van Ness was in relation to the endorsement by her son James; he was consulted by her as her confidential friend and adviser. He advised her against selling the property as it was very valuable, and would increase daily in value: that witness had better procure some friend to endorse for her; that the security was so valuable the endorser would incur no responsibility. He suggested her son James as an endorser. She said he was not of age, and that she did not wish him to commence the world encumbered with liabilities. He said it was immaterial; that the security was so valuable he could incur no risk. Under this impression, and in consequence of this conversation, she procured her son to endorse said note, and he continued on the note until he left Washington in the autumn of 1820; and she then mentioned to Dr. Jones, the defendant, what General Van Ness had advised and informed her; who, in consequence, became the endorser, and so continued upon the renewal of said notes, until the date of the note in question. She gave a deed, a copy of which is hereunto annexed, (copied at page 18,) which she has been advised she had no authority to give, because she was not authorized to give a preference to the Bank of the Metropolis over other creditors, and she has repeatedly mentioned this circumstance."

Whereupon, the counsel for the plaintiffs moved the court to overrule said evidence, and to instruct the jury that it was incompetent upon the trial of the said issue; but the court overruled the said motion, and instructed the jury that the said testimony was competent and proper evidence for their consideration upon the trial of the said issue.

To which said overruling of said motion, and the giving of said instruction, the said plaintiffs, by its counsel, excepted, and the court signed and sealed this bill of exceptions, in pursuance of the statute in such case made and provided, this first day of June, eighteen hundred and thirty-one.

W. CRANCH, [L. S.]
JAMES S. MORSELL, [L. S.]

WASHINGTON CITY, *March* 27, 1822.

Promissory note referred to in the exceptions, at page 14.

$5,200

Sixty days after date, I promise to pay to Dr. William Jones, or order, five thousand two hundred dollars, for value received, negotiable at the Bank of the Metropolis.

BETTY H. BLAKE,
Executrix of J. H. Blake.

16*th May*, 1825.

I do hereby admit that a part of the above note is due, and that I am bound to pay whatever balance thereof is due, as far as I was originally bound as endorser.

WILLIAM JONES.

Endorsed—WILLIAM JONES.

Release to Mrs Blake exonerating her from the costs of this suit, to make her a competent witness. Referred to at page 14.

This release has been mislaid.

Deed of trust from Betty H. Blake to Alex. Kerr, referred to in exception at page 16.

This indenture made this twenty-seventh day of October, in the year of our Lord eighteen hundred and nineteen, between Betty H. Blake, executrix of the last will and testament of James H. Blake, late of the city of Washington, District Columbia, of the the one part, and Alexander Kerr, cashier of the Bank of the Metropolis in said city, of the other part.

Whereas the said James H Blake, died indebted to the said Bank of the Metropolis in the sum of five thousand and two hundred dollars, and the said Betty H. Blake hath given her note of hand to the said bank for the said sum, endorsed by James H. Blake, and is desirous to secure the said bank for the payment of the said sum by a deed of trust upon certain real estate of the said James H. Blake. Now, therefore, this indenture witnesseth, that the said Betty H. Blake for and in consideration of the premises, and for the further consideration of the sum of one dollar by the said Alexander Kerr to her in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth by these presents grant, bargain, and sell, alien and enfeoff unto the said Alexander Kerr, and his successor in office as cashier of said bank, all those lots, pieces or parcels of ground, lying in the city of Washington aforesaid, and being distinguished on the plat of said city as lots number two, in square number two hundred and eighty-nine; lots number two, eleven, and half of lot number one, in square number two hundred and fifty six; lot number two, in square number three hundred and nineteen; lots

number three, four, five, six and seven, in square number two hundred and twenty-six; lot number two, in square east of square number seven hundred and eight; lot number thirteen, in square number seven hundred and eight; lot number two, in square number two hundred and fifty five; half of lot number eight, in square number two hundred and ninety; lot number eleven, in square number three hundred and twenty-one; lot number seven, in square number eighty-seven; and lot number one in square number eighty eight, together with all and singular the respective buildings and improvements thereupon, and the ways, alleys, rights, privileges, advantages, and appurtenances thereunto respectively belonging and appertaining. To have and to hold the premises unto the said Alexander Kerr, and his said successor in office, in trust nevertheless for the following uses and purposes, to wit, in case the said Betty H Blake, or her heirs, or executors, administrators, or assigns, shall fail to pay or satisfy her aforesaid note of hand, or any note or notes which may be given by her or them for the renewal, or in lieu thereof, or any proper cost, charges, or expenses, which may accrue or be due thereon, whether as discount, interest, or otherways, whenever the same shall be demanded after being due, then, and, in that case, Alexander Kerr, or his said successor shall, upon the request of the President and Directors for the time being of the said bank, advertise the premises, or such part thereof as he shall deem sufficient to satisfy said debt, in one or more of the newspapers of the city of Washington aforesaid, offering the same for sale at public vendue, on a certain day in said advertisement, and specified, at least thirty days posterior to the first insertion of said advertisement, and on such terms and conditions of sale, as he, the said trustee, shall deem most for the interest of all the parties concerned therein; and the said trustee shall at the time and place appointed, proceed to sell the premises to the highest bidder, unless the same shall be previously redeemed, and shall convey the same to the purchaser by good and sufficient deed in fee, and shall apply the proceeds of said sale, after paying the proper expenses thereof, in the first place, to pay to the said bank the full amount which may be due on said note or notes, whether for the principal sum, or for discount, interest, or other proper charges or expenses: and, in the next place, to restore and pay over the residue of said proceeds to the said Betty H Blake, or to her heirs or assigns; provided, nevertheless, and it is the true meaning and intent of these presents, that, if the said Betty H. Blake or her heirs, executors, administrators, or assigns, shall, at any time hereafter, sell any part of the premises herein conveyed, the said trustee shall, upon the deposite of the money arising from such sale, in said bank, to the credit of the aforesaid note or notes of said Betty H. Blake, or her representatives, release or reconvey the part of the premises so sold either to the said Betty H. Blake, or her heirs, or such person or persons as she or they may appoint, she or they, or the said vendee, paying the proper charges and expenses of drawing said deed of reconvey-

ance; and provided, also, that until a sale of the premises as herein specified, the said Betty H. Blake, and her heirs and assigns, shall be permitted to possess, occupy, and enjoy the same as heretofore.

BETTY H. BLAKE, [L. S.]
Executrix of the estate of J. H. Blake, deceased.

Signed, sealed, and delivered in presence of
WILLIAM HEWITT,
JAMES M. VARNUM.

DISTRICT OF COLUMBIA, *County of Washington*, sct.

This 27th day of October, A. D. 1819, before the subscribers, two of the justices of the peace of said county, personally appears Betty H. Blake, the party grantor of the within instrument, and acknowledges the same to be her voluntary act and deed, delivered for the purposes therein mentioned.

WILLIAM HEWITT,
JAMES M. VARNUM.

Copy, Test: W. BRENT, *Clerk.*

And whereas, afterwards, to wit, on second day of July, in the year of our Lord one thousand eight hundred and thirty-one, the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, produced and filed in court here the United States' writ for the correcting of errors, of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the said Supreme Court accordingly.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the said circuit court for the county aforesaid, at the city of Washington, this fourth day of July, eighteen hundred and thirty-one.

W. BRENT, *Clk. Ct. Ct. Dist. Col.*
Co'ty of Washington.

Writ of error UNITED STATES OF AMERICA, ss.—*The President of the United States to the Judges of the Circuit Court of the United States for the District of Columbia, sitting for the County of Washington, greeting:*

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between the President and Directors of the Bank of the Metropolis, plaintiffs, and William Jones, defendant, a manifest error hath happened, to the great damage of the said President and Directors of the Bank of the Metropolis, as by their complaint appears. We being willing that error, if

any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of August next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and the custom of the United States, should be done.

Witness, the honorable John Marshall, Chief Justice of said Supreme Court.

Issued this 2d day of July, 1831.

W. BRENT, *Clk. Ct. Ct. Dist. Col.*
Co'ty of Washington.

UNITED STATES OF AMERICA,
District of Columbia, Washington County, } *ss.*

Citation.

To William Jones, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of August next, pursuant to a writ of error, filed in the clerks' office of the circuit court of the United States for the District of Columbia, in the county of Washington, wherein the President and Directors of the Bank *of the Bank* of the Metropolis are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said President and Directors of the Bank of the Metropolis, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable William Cranch, Chief Judge of the circuit court for the District of Columbia, this 2d day of July, 1831.

W. CRANCH.

Served a copy of the above upon William Jones, the 18th of August, 1831.

H. ASHTON, *Marshal.*

Copy appeal bond.

Know all men by these presents, that we, Alexander Kerr and George Thomas, of the county of Washington, in the District of Columbia, are held and firmly bound unto William Jones, in the full and just sum of two hundred dollars, current money, tobe paid to the said William Jones, his certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this second day of July, in the year of our Lord one thousand eight hundred and thirty-one.

Whereas, lately, at a circuit court of the United States for the District of Columbia, sitting for the county of Washington, in a suit pending in the said circuit court, wherein the President and Directors of the Bank of the Metropolis were plaintiffs, and the said William Jones was defendant, judgment was rendered against the said President and Directors of the Bank of the Metropolis; and they having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said William Jones, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of August next.

Now, the condition of the above obligation is such, that, if the said President and Directors of the Bank of the Metropolis shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

ALEXANDER KERR, [L. S.]
GEORGE THOMAS, [L. S.]

Signed, sealed, and delivered in presence of
GEORGE M. DAVIS.

Approved: W. CRANCH.

Copy, test: W. BRENT, *Clerk.*